

THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ELVIA HAJRIC,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,  
LLC, EXPERIAN INFORMATION  
SOLUTIONS, INC., and AMERICAN  
EXPRESS,

Defendants.

No. 2:22-cv-01340-TL

**JOINT STIPULATED PROTECTIVE  
ORDER**

**NOTE ON MOTION CALENDAR:  
July 21, 2023**

IT IS HEREBY STIPULATED by and between Plaintiff ELVISA HAJRIC and Defendants EQUIFAX INFORMATION SOLUTION SERVICES LLC (“Equifax”) and EXPERIAN INFORMATION SOLUTIONS, INC. (“Experian”) through their respective attorneys of record, as follows:

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to

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1 confidential treatment under the applicable legal principles, and it does not presumptively entitle  
2 parties to file confidential information under seal.

3 2. “CONFIDENTIAL” MATERIAL

4 “Confidential” material shall include the following documents and tangible things  
5 produced or otherwise exchanged:

- 6 a) information prohibited from disclosure by statute;
- 7 b) information that the party has a reasonable and good faith belief contains a trade  
8 secret, including, but not limited to, disclosure logs, D/R logs, transaction logs,  
9 admin reports, and Defendants’ confidential policies and procedures;
- 10 c) research, technical, commercial or financial information that the party has  
11 maintained as confidential, and that, if disclosed to customers or competitors,  
12 would tend to damage the party's competitive position or expose an individual to  
13 identity theft;
- 14 d) information and documents that a party has a reasonable and good faith belief  
15 constitutes, contains, or refers to proprietary technology or information owned or  
16 developed by the producing party, and that, if disclosed to customers or  
17 competitors, would tend to damage the party's competitive position, including, but  
18 not limited to, Defendants’ confidential policies and procedures, disclosure logs,  
19 D/R logs, transaction logs, and Admin reports.
- 20 e) proprietary and confidential documents detailing practices and procedures the  
21 public dissemination of which could result in a competitive disadvantage to the  
22 disclosing party or potentially compromise data security and/or fraud prevention  
23 processes; confidential personal, business or financial information; private  
24 financial information; valuable research, development, commercial, financial,  
25 technical, and/or other proprietary information not specifically identified herein;  
26 commercial information (including information implicating privacy rights of third

parties); and information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

### 3. SCOPE

The protections conferred by this agreement cover not only confidential material (as defined above), but also (1) any information copied or extracted from confidential material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain or becomes part of the public domain through trial or otherwise.

### 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential material that is disclosed or produced by another party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party's counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorney's Eyes Only and is so designated;

(c) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

All persons receiving documents produced pursuant to this Order shall be advised of their confidential nature. All persons to whom confidential information and/or documents are disclosed are hereby enjoined from disclosing same to any person except as provided herein, and are further enjoined from using same except in the preparation for and trial of the above-captioned action between the named parties thereto. No person receiving or reviewing such confidential documents, information or transcript shall disseminate or disclose them to any person other than those described above in Section 4.2 and for the purposes specified, and in no event shall such person make any other use of such document or transcript.

**4.3 Filing Confidential Material.** Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will

1 remove the confidential designation, whether the document can be redacted, or whether a motion  
 2 to seal or stipulation and proposed order is warranted. During the meet and confer process, the  
 3 designating party must identify the basis for sealing the specific confidential information at issue,  
 4 and the filing party shall include this basis in its motion to seal, along with any objection to sealing  
 5 the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and  
 6 the standards that will be applied when a party seeks permission from the court to file material  
 7 under seal. A party who seeks to maintain the confidentiality of its information must satisfy the  
 8 requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal.  
 9 Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with  
 10 the strong presumption of public access to the Court's files.

## 11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party  
 13 or non-party that designates information or items for protection under this agreement must take  
 14 care to limit any such designation to specific material that qualifies under the appropriate  
 15 standards. The designating party must designate for protection only those parts of material,  
 16 documents, items, or oral or written communications that qualify, so that other portions of the  
 17 material, documents, items, or communications for which protection is not warranted are not swept  
 18 unjustifiably within the ambit of this agreement.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 20 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to  
 21 unnecessarily encumber or delay the case development process or to impose unnecessary  
 22 expenses and burdens on other parties) expose the designating party to sanctions.

23 If it comes to a designating party's attention that information or items that it designated  
 24 for protection do not qualify for protection, the designating party must promptly notify all other  
 25 parties that it is withdrawing the mistaken designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in this

1 agreement (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or  
 2 ordered, disclosure or discovery material that qualifies for protection under this agreement must  
 3 be clearly so designated before or when the material is disclosed or produced.

4 (a) Information in documentary form: (*e.g.*, paper or electronic documents and  
 5 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),  
 6 the designating party must affix the word “CONFIDENTIAL” to each page that contains  
 7 confidential material. If only a portion or portions of the material on a page qualifies for protection,  
 8 the producing party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
 9 markings in the margins).

10 (b) Testimony given in deposition or in other pretrial proceedings: the parties  
 11 and any participating non-parties must identify on the record, during the deposition or other pretrial  
 12 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
 13 after reviewing the transcript. Any party or non-party may, within thirty days after receiving the  
 14 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or  
 15 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information  
 16 at trial, the issue should be addressed during the pre-trial conference.

17 (c) Other tangible items: the producing party must affix in a prominent place  
 18 on the exterior of the container or containers in which the information or item is stored the word  
 19 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
 20 the producing party, to the extent practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 22 designate qualified information or items does not, standing alone, waive the designating party’s  
 23 right to secure protection under this agreement for such material. Upon timely correction of a  
 24 designation, the receiving party must make reasonable efforts to ensure that the material is treated  
 25 in accordance with the provisions of this agreement.

## 26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

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1           6.1    Timing of Challenges. Any party or non-party may challenge a designation of  
 2   confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality  
 3   designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
 4   burdens, or a significant disruption or delay of the litigation, a party does not waive its right to  
 5   challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 6   original designation is disclosed.

7           6.2    Meet and Confer. The parties must make every attempt to resolve any dispute  
 8   regarding confidential designations without court involvement. Any motion regarding confidential  
 9   designations or for a protective order must include a certification, in the motion or in a declaration  
 10   or affidavit, that the movant has engaged in a good faith meet and confer conference with other  
 11   affected parties in an effort to resolve the dispute without court action. The certification must list  
 12   the date, manner, and participants to the conference. A good faith effort to confer requires a face-  
 13   to-face meeting or a telephone conference.

14          6.3    Judicial Intervention. If the parties cannot resolve a challenge without court  
 15   intervention, the designating party may file and serve a motion to retain confidentiality under Local  
 16   Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of  
 17   persuasion in any such motion shall be on the designating party. Frivolous challenges, and those  
 18   made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on  
 19   other parties) may expose the challenging party to sanctions. All parties shall continue to maintain  
 20   the material in question as confidential until the court rules on the challenge.

21   7.    PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
 22   LITIGATION

23           If a party is served with a subpoena or a court order issued in other litigation that compels  
 24   disclosure of any information or items designated in this action as "CONFIDENTIAL," that  
 25   party must:

- 26           (a)    promptly notify the designating party in writing and include a copy of the

1 subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or order to  
3 issue in the other litigation that some or all of the material covered by the subpoena or order is  
4 subject to this agreement. Such notification shall include a copy of this agreement; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
6 the designating party whose confidential material may be affected.

7 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential  
9 material to any person or in any circumstance not authorized under this agreement, the receiving  
10 party must immediately (a) notify in writing the designating party of the unauthorized  
11 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,  
12 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of  
13 this agreement, and (d) request that such person or persons execute the “Acknowledgment and  
14 Agreement to Be Bound” that is attached hereto as Exhibit A.

15 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
16 MATERIAL

17 When a producing party gives notice to receiving parties that certain inadvertently  
18 produced material is subject to a claim of privilege or other protection, the obligations of the  
19 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
20 provision is not intended to modify whatever procedure may be established in an e-discovery  
21 order or agreement that provides for production without prior privilege review. The parties agree  
22 to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

23 10. NON TERMINATION AND RETURN OF DOCUMENTS

24 Within 60 days after the termination of this action, including all appeals, each receiving  
25 party must return all confidential material to the producing party, including all copies, extracts  
26 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of



1 destruction. The parties agree to confirm destruction of confidential materials, if that is the  
2 chosen method for treatment of confidential materials upon conclusion of the litigation.

3 Notwithstanding this provision, counsel are entitled to retain one archival copy of all  
4 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
5 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
6 work product, even if such materials contain confidential material.

7 The confidentiality obligations imposed by this agreement shall remain in effect until a  
8 designating party agrees otherwise in writing or a court orders otherwise.

9  
10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

11 Dated: July 21, 2023

/s/ Yitzchak Zelman

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24 *Attorneys for Plaintiff Elvira Hajric*

1 DATED: July 21, 2023

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18 DATED: July 21, 2023

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*Attorneys for Defendant Experian Information*  
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PURSUANT TO STIPULATION, IT IS SO ORDERED that the above Stipulated Protective Order is hereby GRANTED.

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law. This Order shall be interpreted to provide the maximum protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production. Information produced in discovery that is protected as privileged or work product shall be immediately returned to the producing party.

DATED: July 25, 2023



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Tana Lin  
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Western District of Washington on [date] in the  
case of Elivsa Hajric v. Equifax Information Services, LLC, Case No. 2:22-cv-01340-TL. I agree  
to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Western District of Washington for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that on the date below, I caused the foregoing document to be electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

Dated this 21<sup>st</sup> day of July 2023.

/s/ Sara J. Wadsworth

Sara J. Wadsworth, WSBA No. 55952  
Attorney for Defendant Experian Information  
Solutions, Inc.